

1 BILL NO. S-90-04-12

2 SPECIAL ORDINANCE NO. S- 88-90

3 AN ORDINANCE approving the awarding of  
4 Reference #1420 by the City of Fort  
5 Wayne, Indiana, by and through its  
6 Department of Purchasing and PATH  
7 MASTER, INC. AND ELLIOTT EQUIPMENT  
8 CORPORATION for the Traffic Engineering  
9 Department.

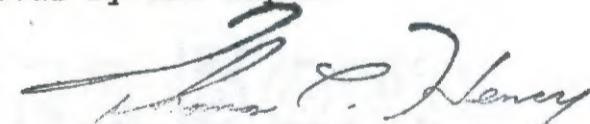
10 NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF  
11 THE CITY OF FORT WAYNE, INDIANA;

12 SECTION 1. That Reference #1420 between the City of  
13 Fort Wayne, by and through its Department of Purchasing and  
14 PATH MASTER, INC. AND ELLIOTT EQUIPMENT for the Traffic  
15 Engineering Department, respectfully for:

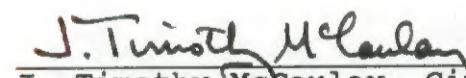
16 the purchase of traffic signal equipment  
17 for the Traffic Engineering Department;

18 involving a total cost of Twenty-Two Thousand Nine Hundred  
19 Twenty-Six and no/100 Dollars (\$22,926.00) - (PATH MASTER-  
20 \$21,776.00; ELLIOTT - \$1,150.00), all as more particularly  
21 set forth in said Reference #1420 which is on file in the  
22 Office of the Department of Purchasing, and is by reference  
23 incorporated herein, made a part hereof, and is hereby in  
24 all things ratified, confirmed and approved.

25 SECTION 2. That this Ordinance shall be in full force  
26 and effect from and after its passage and any and all  
27 necessary approval by the Mayor.

28   
29 \_\_\_\_\_  
30 Councilmember

31 APPROVED AS TO FORM  
32 AND LEGALITY

33   
34 \_\_\_\_\_  
35 J. Timothy McCaulay, City Attorney

REF. NO.: OWPP085  
DEPT.: WPC PLANT  
DATE: 4/3/90  
ITEM/SERV.: TEST/ADJUST RELAYS

PURCHASING INFORMATION

ADVERTISED BID: NO  
DATES ADVERTISED:  
OPENING DATE:  
WRITTEN QUOTE: NO  
DUE DATE:  
VERBAL QUOTE: REQUESTED IN WRITING  
SINGLE SOURCE:

NO. OF VENDORS NOTIFIED: 2

NO. OF VENDORS RECEIVING BID: 2

NO. OF VENDORS RETURNING BID: 2

NO. OF VENDORS DISQUALIFIED: 0

NO. OF VENDORS NOT RESPONDING: 0

DATE SENT TO DEPT FOR RECOMM.: 3/16/90

DATE RECOMMENDATION REC'D IN PURCH: 3/26/90

COUNCIL INFORMATION DATES SENT EXTENSION DATES

DATE INFO SENT TO LAW DEPT.: 4/3/90

INTRODUCTION DATE: 4/10/90

DISCUSSION DATE: 4/17/90

PASSAGE DATE: 4/24/90

ORDINANCE NO.:

AMOUNT APPROVED AND/OR SPENT  
LAST YEAR: (IF APPLICABLE)

REFERENCE NO. OWPP085  
WPC PLANT  
TEST/ADJUST RELAYS

VENDOR	AMOUNT
WESCO	\$10,295.00
G E INDUSTRY	\$11,890.00

## W E S C O

March 13, 1990

City of Ft. Wayne  
Dept. of Purchases  
Number One East Main St.  
Room 350  
Ft. Wayne, Indiana 46802

Attn: Ms. Patty Coffelt

RE: Calibration Work-Waste Water Plant

Dear Patty,

Thank you for the opportunity to bid on the calibration work at the Waste Water Treatment Plant. On Monday the sixth of March, Mr. Jim Webster of Westinghouse Engineering Services viewed the relays involved with Mr. Jan Troost.

Following is a listing of the relays which our proposal covers:

2 - G.E. Relays - Type ICW  
14 - G.E. Voltage Relays - Type IAV  
6 - Overcurrent Relays - Type IJC  
50 - Time Overcurrent Relays - Vary Inverse  
13 - G.E. Type HFA Relays  
6 - Instantaneous Current Relays - Type PJC  
6 - G.E. Kilowatt Hour Meters - Type DS-65  
6 - Phase Sequence U.V. Relays - Type ICR  
3 - Time Overcurrent Relays - Mod. Short - Type IAC  
2 - Time Overcurrent Relays - Long Time - Type IAC  
3 - Kilowatt Hour Meter - Demand Type  
20 - Time Overcurrent Relay - Vary Increase  
2 - Voltage Unbalance Relays  
4 - Thermal Overcurrent Relays

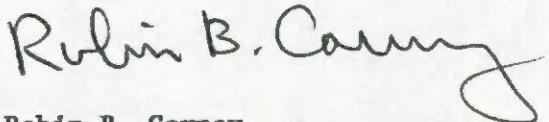
137 - Total items to be calibrated

Westinghouse's Lot Price - \$10,295.00 Lot

Work will be performed by Westinghouse EISD personnel. Approximately eight days will be required for testing. All work will be done Monday thru Friday. Weekend work would be an additional charge. All Mileage and travel expense's are included in this amount.

If you should require any additional information or clarification, please do not hesitate to call.

Cordially,



Robin B. Carney  
Account Rep.

# Westinghouse Electric Supply Company

## TERMS AND CONDITIONS - 040188

1. Westinghouse Electric Supply Company (Seller) hereby gives notice of its objection to any different or additional terms and conditions. This offer to sell is expressly conditional on Buyer's assent to the terms and conditions on the front and back of this form and on approval of Buyer's credit worthiness. If not previously given, Buyer's receipt of goods is conclusive as to this assent. Unless different or additional terms and conditions are stated or referred to in the Seller's proposal, in which event such different or additional terms and conditions shall be exclusive as to the particular subject covered, the terms and conditions stated below apply, and such terms and conditions supersede any prior or contemporaneous agreements or correspondence between the parties.
2. All offers to sell are made F.O.B. point of shipment, and each shipment or delivery shall be considered a separate and independent transaction. Buyer has risk of loss after delivery F.O.B. point.
3. Shipping dates given in advance of actual shipment are estimated and deliveries will be made subject to prior orders on file with Seller. Seller shall not be liable for failure to perform or delay in performance due to any cause beyond its reasonable control, or fire, flood, strike, or other labor difficulty, act of God, act of governmental authority or of the Buyer, transportation difficulties, delays in usual sources of supply, and major changes in economic conditions. In the event of delay in performance due to any such cause, the date of delivery or shipment will be extended by a period of time reasonably necessary to overcome the effect of such delay.
4. a. If the goods sold are the products of manufacturers other than Westinghouse Electric Corporation or its subsidiaries, Seller makes no warranty, expressed or implied, concerning such goods. As respects Seller, such goods are sold with all faults, but Seller shall use its best reasonable efforts to obtain from the manufacturer, in accordance with such manufacturer's customary practices, the repair or replacement of any goods as may prove defective in workmanship in material. Seller hereby disclaims any and all warranties against patent infringement. Seller shall, however, if given prompt notice by the Buyer of any claim of patent infringement with respect to any goods sold hereunder, use its best efforts to secure for the Buyer such indemnity rights as the manufacturer may customarily give with respect to such goods.  
b. If the goods sold hereunder are the products of Westinghouse Electric Corporation or its subsidiaries, they shall be warranted in accordance with the Warranty, Title Warranty, and Patent Infringement paragraphs appearing in the applicable published Westinghouse Selling Policy in effect as of the date of the order, which policies are hereby incorporated by reference into this contract. Copies of all Selling Policies are available from Seller.  
c. **The foregoing warranties are exclusive and in lieu of all other warranties whether statutory, expressed, or implied (including all warranties of merchantability and fitness for particular purpose and all warranties arising from course of dealing or usage of trade), except patent infringement.**  
The remedies provided above are the Buyer's sole remedies for any failure of Seller to comply with its obligations. Correction of any nonconformity in the manner and for the period of time provided above shall constitute complete fulfillment of all the liabilities of Seller whether the claims of the Buyer are based in contract, in tort (including negligence or strict liability), or otherwise with respect to or arising out of the goods or service furnished hereunder.
5. If in Seller's judgment, the financial condition of the Buyer at any time does not justify the terms of payment specified, Seller reserves the right to require full payment in cash before order entry, manufacture, shipment, or delivery.
6. This order may be cancelled by the Buyer only if agreed to by Seller and upon payment of reasonable charges based upon expenses already incurred and commitments made by Seller.
7. Seller, its contractors, and suppliers of any tier shall not be liable in contract, in tort (including negligence or strict liability) or otherwise for damage or loss of other property or equipment, loss of profits or revenue, loss of use of equipment or power system, cost of capital, cost of purchased or replacement power or temporary equipment (including additional expenses incurred in using existing facilities), claims of customers of the Buyer, or for any special, indirect, incidental, or consequential damages whatsoever.  
The remedies of the Buyer set forth herein are exclusive and the total cumulative liability of Seller with respect to this contract, or anything done in connection therewith such as the performance or breach thereof, or from the manufacture, sale, delivery, resale, or use of any goods covered by or furnished under this contract, whether in contract, in tort (including negligence or strict liability) or otherwise, shall not exceed the price of the goods or part on which such liability is based.
8. The prices shown do not include any sales, use, or other taxes or charges payable to state or local authorities. Any such taxes or charges now or hereafter imposed with respect to sales or shipments hereunder will be added to such prices and the Buyer agrees to reimburse Seller for any such taxes or charges.
9. Payment is due within 30 days from date of invoice. Cash discount for prompt payment of goods which bear cash discount will be allowed when paid within 10 days from date of invoice.
10. No sales representative of Seller has authority to alter, vary, or waive any of the standard terms and conditions herein.
11. Buyer agrees that any claim of any kind by Buyer based on or arising out of this contract or otherwise shall be barred unless asserted by Buyer by the commencement of an action within 12 months after the delivery of the products or other event, action, or inaction to which such claim relates. This provision shall survive any termination of this contract, however arising.
12. In the event Buyer defaults in payment, Buyer shall be liable for all collection costs incurred by Seller including, but not limited to, attorney and collection agency fees.
13. In the event Buyer does not pay when due, past due amounts are subject to service charges of 1-1 2 percent per month or maximum permitted by law.
14. In the event of litigation pertaining to any matter covered by this contract, Buyer hereby agrees to waive any right that it may have to a jury trial of any or all issues that may be raised in such litigation.
15. It is the policy of Seller to provide equal employment opportunity and to adhere to Federal, state, and local laws pertaining thereto, if any.
16. Nothing contained herein shall be construed to limit or waive any rights of Seller under applicable Federal, state, or local laws.
17. In the event of transfer to a third party of any goods or interest therein, Buyer shall, at its option, either (i) obtain for Seller written assurance from transferee that Seller's and its subcontractor's and supplier's protection against liability following the transfer is the equal of that provided by this contract, or (ii) indemnify them against any liability they may incur in excess of that which they would have incurred had Buyer obtained the above assurance from the transferee.

Read the first time in full and on motion by Henry, seconded by Dolan, and duly adopted, read the second time by title and referred to the Committee on Finance (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Conference Room 128, City-County Building, Fort Wayne, Indiana, on \_\_\_\_\_, the \_\_\_\_\_, day of \_\_\_\_\_, 19\_\_\_\_\_, at \_\_\_\_\_ o'clock M., E.S.T.

DATED: 4-10-90

Sandra E. Kennedy  
SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by Henry, seconded by Dolan, and duly adopted, placed on its passage. PASSED LOST by the following vote:

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>
<u>TOTAL VOTES</u>	<u>9</u>			
<u>BRADBURY</u>	<u>✓</u>			
<u>BURNS</u>	<u>✓</u>			
<u>EDMONDS</u>	<u>✓</u>			
<u>GiaQUINTA</u>	<u>✓</u>			
<u>HENRY</u>	<u>✓</u>			
<u>LONG</u>	<u>✓</u>			
<u>REDD</u>	<u>✓</u>			
<u>SCHMIDT</u>	<u>✓</u>			
<u>TALARICO</u>	<u>✓</u>			

DATED: 4-24-90

Sandra E. Kennedy  
SANDRA E. KENNEDY, CITY CLERK  
*Deputy*

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (ANNEXATION) (APPROPRIATION) (GENERAL)  
(SPECIAL) (ZONING MAP) ORDINANCE RESOLUTION NO. S-88-90  
on the 24th day of April, 1990.

ATTEST

Sandra E. Kennedy  
SANDRA E. KENNEDY, CITY CLERK  
*Deputy*

SEAL

Charles S. Reed  
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 25th day of April, 1990, at the hour of 11:30 o'clock A.M., E.S.T.

Sandra E. Kennedy  
SANDRA E. KENNEDY, CITY CLERK  
*Deputy*

Approved and signed by me this 26th day of April, 1990, at the hour of 6:50 o'clock P.M., E.S.T.

Paul Helmke  
PAUL HELMKE, MAYOR

DIGEST SHEET

12  
S-90-04-07

TITLE OF ORDINANCE: Special

DEPARTMENT REQUESTING ORDINANCE: Purchasing

SYNOPSIS OF ORDINANCE: An ordinance approving the award of Reference No. 1420 for traffic signal equipment for the Traffic Engineering Department. The costs reflect the lowest and most responsive of five (5) vendors.

EFFECT OF PASSAGE: These replacements will bring signal controls up to current minimum design standards and provide state-of-art technology in equipment.

EFFECT OF NON-PASSAGE: Existing conditions will continue.

MONIES INVOLVED: Path Master \$21,776.00  
Elliott Eqp \$1,150.00

PRICE AGREEMENT:

PURCHASE ORDER: Yes

SOURCE OF FUNDING: Traffic Eng 138-011-OFFC-4299

PRIOR APPROVAL:  
(IF APPLICABLE)

DATE:

BILL NO. S-90-04-12

REPORT OF THE COMMITTEE ON FINANCE

THOMAS C. HENRY, CHAIRMAN  
DONALD J. SCHMIDT, VICE CHAIRMAN  
BRADBURY, BURNS, GIAQUINTA

WE, YOUR COMMITTEE ON FINANCE TO WHOM WAS  
REFERRED AN (ORDINANCE) (RESOLUTION) approving the awarding  
of Reference #1420 by the City of Fort Wayne, Indiana, by and  
through its Department of Purchasing and PATH MASTER, INC. AND  
ELLIOTT EQUIPMENT CORPORATION for the Traffic Engineering Department

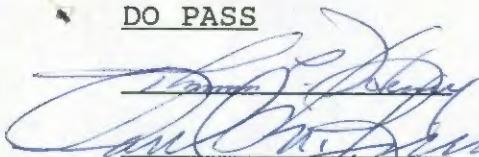
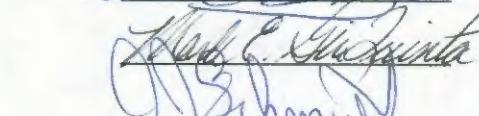
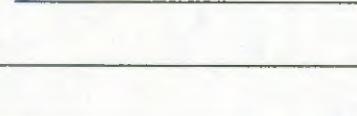
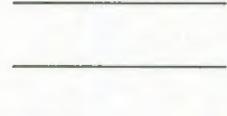
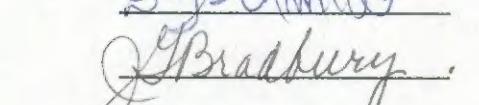
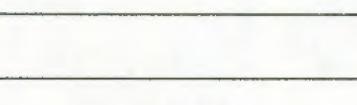
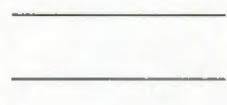
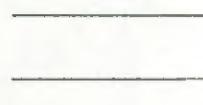
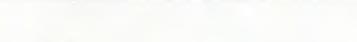
HAVE HAD SAID (ORDINANCE) (RESOLUTION) UNDER CONSIDERATION  
AND BEG LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID  
(ORDINANCE) (RESOLUTION)

DO PASS

DO NOT PASS

ABSTAIN

NO REC

DATED: 4-24-90

Sandra E. Kennedy  
City Clerk